

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

UNITED GOVERNMENT SECURITY OFFICERS
OF AMERICA INTERNATIONAL AND ITS
LOCAL 217

and

Case 04-CB-202803

ALBERT FRAZIER, an Individual

Christy Bergstresser, Esq., for the General.
Alan J. McDonald, Esq. (McDonald Lamond Canzoneri),
Southborough, MA, for the Respondents.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania on December 3, 2018. The complaint alleges that the Respondents, United Government Security Officers of America International (USGOA) and United Government Security Officers of America Local 217 (Local 217), violated Section 8(b)(1)(A) of the National Labor Relations Act (the Act)¹ by (1) threatening to disaffiliate from certain members of Local 217 on March 31, 2017 if they engaged in activities adverse to Local 217's leadership, and (2) carrying out that threat on June 6, 2017² by disaffiliating from and refusing to further represent certain unit members in retaliation for their activities in opposition to Respondents' leadership. USGOA and Local 217 deny the allegations and assert that USGOA's actions in disaffiliating from certain members from USGOA were based on legitimate, nondiscriminatory reasons, including the extreme dissatisfaction of members who no longer wished to be associated with either labor organization.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondents, I make the following

¹ 29 U.S.C. § 151 et seq.

² The complaint, which alleged the commission of the unlawful disaffiliation on April 26, 2017 is conformed to the undisputed proof litigated by the parties as June 6, 2017.

FINDINGS OF FACT

I. JURISDICTION

Allied Universal Security Services (Allied or Employer), a corporation, with an office and place of business in Philadelphia, Pennsylvania where it engaged in providing security services to the Federal Protective Service (FPS), performs services annually more than \$50,000 in States other than the Commonwealth of Pennsylvania. Accordingly, I find that Allied is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and USGOA and Local 217 are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Employer's Operations*

FPS contracts with private security companies to provide approximately 225 security guards at about thirty-six federal government sites in the Philadelphia metropolitan area (the Philadelphia FPS contract), including the Veterans Administration (VA), Internal Revenue Service (IRS) and Social Security Administration (SSA).³

Allied, previously named C& D Security and AlliedBarton, was awarded the Philadelphia FPS contract in 2010. At times between 2012 and 2016, Allied subcontracted security services to Trident Security, Butler Security and Greenlee Security. On October 1, 2017, Allied lost the Philadelphia FPS contract to Triple Canopy. Triple Canopy continued to employ Allied's employees in the same positions and the supervisory structure remained unchanged.

As of May 2017, eighteen private security officers (PSOs or security officers) were stationed at the VA site, two were stationed at the SSA site, and fifty-nine were stationed at the IRS site. Prior to June 2017, PSOs could be assigned to work and earn overtime pay at any contract site.

B. *UGSOA and Local 217*

1. Certification

UGSOA represents security officers working at government sites. It is governed by an Executive Board, which includes President Desiree Sullivan, East Coast Regional Director James Natale, and former East Coast Regional Director Jeff Miller. UGSOA's Local 217 was formed to represent officers employed under the Philadelphia FPS contract. Michael Coston served as Local 217 President and Beryl Taylor as Vice President. On September 28, 2010, after a representation election conducted pursuant to a stipulated election agreement, the Board certified the UGSOA over the International Union, Security, Police and Fire Professionals of America,

³ The VA is located at 5000 Wissahickon Avenue, the SSA is located at 701 East Cheltenham Avenue, and the IRS is located at 2970 Market Street.

Local 444 (SPFPA) as the exclusive bargaining representative of the following unit:

All full time and regular part time, security officers, corporals, and sergeants employed by [C&D Security] at its GSA sites in Philadelphia, Montgomery, Delaware, Bucks and Chester Counties, Pennsylvania, excluding all other employees, office clerical employees, lieutenants, captains, and supervisors as defined in the Act.⁴

2. USGOA's Constitution and By-Laws

UGSOA's Constitution contains several provisions relating to changes to its local unions.⁵ Article VII, Section 2(t) authorizes the president to "[re]organize, dissolve, disaffiliate, consolidate, merge, amalgamate or separate existing Local Unions subject to a two-thirds majority vote of the Executive Board approving the same."

Article VIII sets forth the duties and responsibilities of the Executive Board. Section 2(i) empowers the Executive Board to decide issues relating to "reorganization, dissolution, disaffiliation, consolidation, merger, amalgamation or separation of existing Local Unions, in cooperation with and as presented to it by the International President." Similarly, Section 5 authorizes the Executive Board to take such action "when in the opinion of the International Executive Board and the International President the interests of the International Union and its membership will be better served by taking such action." Before the Executive Board takes such action, however, Section 6 requires "the consent of the Local Union and/or may be effectuated after a hearing upon reasonable notice before the International Executive Board at a time and location to be set by the International Executive Board."

3. Local 217's By-Laws

Local 217's By-Laws state at Article VI, Section 1 that membership is "open to all persons assigned to the FPS Contracts in Philadelphia PA, who are employed in good standing in the district and jurisdiction of Local 217 the support of the International Constitution and Government of the United States is mandatory." Section 2 requires automatic expulsion if a member ceases to pay union dues two months in a row. However, the member must be notified "in writing via certified mail that his/her payments are in arrears." Similarly, Section 8 of Article VIII subjects a member to suspension based on the following:

Any member who fails to pay lawful dues for three consecutive months and who has not had his or her employment and dues payment effected due to a problem with dues deduction, job termination under a grievance/appeal, extended disciplinary suspension under grievance/appeal, a medical or military leave of absence, or other legally documented leave, and/or any other extenuating circumstance beyond the control of the member, shall be subject to suspension, the International Union shall notify said member of the pending suspension and the member shall be permitted to appeal his or her suspension to the Executive Board for reconsideration. Any member who has received

⁴ Jt. Exh. 6.

⁵ Jt. Exh. 9.

notification of a suspension for failure to remit is on an approved and legally documented leave of absence may still vote on all Union votes.

Section 2 of Article VIII of Local 217's bylaws set forth the eligibility requirements to run for officer as "continuous good standing in the local for one year immediately preceding election." The elections provision at Article X, Section 2 further defines good standing as "payment of all initiation fees, dues, fines and assessments." Section 7 limits eligibility to vote to members "in good standing on the first day of the month of the election."

The dues provision at Article XI, Section 1 provides that "[t]o be in good standing, a member must pay all initiation fees, all regular and uniformly assessed dues and assessments and any such fines which may be outstanding against him or her."⁶

Lastly, Article XIII, Sections 1(c) and (d) requires Local 217's treasurer to notify UGSOA "of the status of any member that is not paying their dues as a result of a dues deduction error, job termination under appeal, extended disciplinary suspension that is under appeal, a medical or military leave of absence, or other legally documented leave," except when "the delay in remitting their per-capita tax to [UGSOA] is due to circumstances beyond their control."

C. The Collective Bargaining Agreement

The most recent collective bargaining agreement (CBA) between UGSOA, Local 217 and Allied was effective from April 1, 2014 until April 30, 2017. The CBA was subsequently extended several times through October 1. On September 25, Triple Canopy, UGSOA and Local 217 agreed to assume the expiring contract and extended it through April 30, 2018.⁷

The recognition clause of the parties' collective bargaining agreement defines the scope of the bargaining unit as follows:

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all security officers, employed by the Employer at the FPS sites in Philadelphia and surrounding counties, but excluding all other employees, including office clericals, sergeants, lieutenants, captains and any other supervisors as defined by the National Labor Relations Act. The above locations are hereinafter referred to as "site."⁸

Article 3 of the CBA sets forth a union security provision requiring all employees to become bargaining unit members:

Section 3.1 – Union Security

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day

⁶ Jt. Exh. 10.

⁷ Jt. Exh. 1-5.

⁸ Jt. Exh. 1.

following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

5 An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever
10 employed under, for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the
15 alternative, by tendering to the Union financial core fees and dues, as defined by the *U.S. Supreme Court in NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

20 In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for the requested discharge and the [Union's] corresponding compliance notification to the employee. In the event the Union subsequently determines that the employee has remedied the default prior to the
25 discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Section 3.2 – Dues Check-Off

30 The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. All sums collected in accordance with such signed authorization cards shall be remitted by the
35 Company to the Financial Officer of Local 217 not later than the fifteenth (15th) of the month subsequent to the month in which sums were deducted by the Company. The Company shall furnish with the monthly check, a list of those employees [from] whom deductions have been made.

40 The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

45 The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off

articles. In addition, the Union agrees to return to the Employer any erroneous or improper payment made to it.

The responsibilities of Allied, UGSOA and Local 217 in connection with the processing of member dues into their health and welfare funds are set forth at Appendix A to the CBA along with the specifically listed employer contributions:

The Employer shall contribute the amounts listed above to a Health & Welfare Plan designated and sponsored by the Union. The Employee shall forward all employee contributions directly to the Plan providers or a specific representative designated by the Union within fourteen (14) days of the payroll deduction. Health and Welfare contributions will be for all hours paid not to exceed forty (40) hours per week.

D. The Health and Welfare Funds

UGSOA retained BSI, a third-party administrator, to manage the health and welfare contributions and benefits of Local 217 bargaining unit members. BSI arranged for the Boon Group to manage members' health insurance benefits and Pentegra to manage their 401(k) retirement plans. As of 2017, unit members received from Allied a \$4.20 per hour health and welfare contribution for every hour worked. If an officer required health insurance coverage, the cost of premiums was deducted from the health and welfare contribution and the remainder of the money was credited to their 401(k) accounts.

With the various changes in employers since 2012, Philadelphia FPS contract employees experienced disruptions in the processing of their payroll, leave and uniform allowances, and health and welfare benefits and contributions. While missing paychecks and uniforms were eventually resolved, tracking their health and welfare contributions proved more elusive. Some unit employees had difficulty accessing their health care benefits and, at some point, it became evident that the 401(k) contributions of certain members were not being funded in accordance with the CBA. Andrea Markert,⁹ Albert Frazier and Rashid Goins, officers assigned to the VA building, took the lead on these issues in dealing with Local 217, UGSOA leadership, BSI, the Boon Group and Pentegra.¹⁰

Members' medical coverages were eventually clarified, and claims were paid.¹¹ The distribution of members' 401(k) contributions into their accounts, however, remained in dispute. On August 9, 2016, Goins emailed Natale and Miller asserting that, although members' paystubs reflected health and welfare fund deductions, Pentegra and the Boon Group both reported that neither received funds from BSI since November 2015. He alleged that approximately \$5,000 to \$6,000 per security officer was "still unaccounted for by BSI," and warned that he intended to file a complaint with the Department of Labor (DOL) and Frazier would inform FPS' Commander about the controversy.

⁹ At the relevant times, Markert was also known as Lewis or Cross.

¹⁰ It is undisputed that Local 217 member's accounts were underfunded, and the recovery process was chaotic. (Jt. Exh. 29; Tr. 21-22, 36-37, 55-57, 62-63, 90-91, 118.)

¹¹ Goins did not refute the explanation by Jillian Nichols of BSI on August 4, 2016 that employees Alshe Woods and Tanya McFarland were covered by health insurance. (Jt. Exh. 26.)

BSI's account manager, Jillian Nichols, responded that Local 217 had "been updated all the way through the end of July," but that member contributions through Greenlee's tenure were a separate issue, required auditing and redistribution of funds misallocated by Pentegra due to incorrect hourly reports from Greenlee for the period of January through April 2016. She intended to contact Pentegra for an estimated time frame by which the funds would be transferred to members' accounts. In addition, Nichols was going to request updated reports from Allied who, upon taking over the contract from Greenlee in May, neglected to file unit employees' hourly reports for about six weeks through the end of June 2016.¹²

On August 22, 2016, Frazier complained to BSI, Natale and Miller about the delayed updates and confusion experienced by PSOs:

It has been two weeks. We have not received any update regarding this costly matter. PSOs are still hearing conflicting information from BSI, Boon/Aetna, Pentegra. A few PSOs have recently received offensively miniscule contributions into their Pentegra accounts without explanation.

Once all audits are completed the PSOs will require a letter of explanation/resolution containing a detailed list of all the individuals withheld biweekly contributions, detailed list of the interest payment(s), and explanation of how those interest gains were calculated over those 10 months. This information will be used to insure individual accuracy and for possible legal action.

On August 25, Markert concurred with Frazier's demand for an update, adding that the "lack of communication and blatant disregard from USGOA and its legal representatives concerning our missing 100,000, and growing, is beyond disheartening and down (sic) right criminal. The established email communications, phone records, etc provide ample paper trail/time line to proceed forward." Nichols replied shortly thereafter, insisting that BSI had done everything correctly and to the benefit of the PSOs:

. . . We are well aware of the unfortunate situation that Greenlee has put their former employees under. I want to be clear where the errors and issues have sprouted from (to ensure any all frustration is directed in the correct arena). As you know (when you have all been under the Local 217 C&D/Allied Barton portion of this contract) there have been no lag times such as you have experienced while employed by Greenlee. Greenlee was a casual participant in abiding by the 'rules' of the CBA where reports and funds are to be sent to us within 90 days for the 1st three months of you all being under their employment. BSI was receiving the funds and reports for September – December, as you have seen uploaded in your 401k. However, when Greenlee stopped sending the reports and funds, UGSOA and BSI got on a call with Greenlee forcing their hand their hand to action of sending us the missing/required hour reports and funds from January – April. When we did finally receive the hours reports and finds, we were informed by Greenlee that all previous report (September – December) were inaccurate and that we needed to use the new information. You experienced a delay from the time BSI received and corrected the reports and when your benefits were re-activated, as it was a process to

¹² Jt. Exh. 28.

audit and compare reports from September – April (8 months of H&W reports). When BSI was able to confirm the funds and hours from the corrected reports were audited, we then reached out to Boon to update all benefits as soon as possible. This wasn't a simple process as some benefits were overpaid (due to the incorrect original reporting) and we had to await a final audit from Boon to ensure the amounts we had were confirmed to be uploaded in the 401k.

As far as the comment . . . 'A far as the comment . . . 'A few PSOs have recently received offensively miniscule contributions into their Pentegra accounts without any explanation,' I want to explain this as well. The very last hours BSI has received from Greenlee was for the payroll ending 4/22/16. All members under the Greenlee contract then came on the C&D to verify the reasoning and their response was that they did not pick up the contract until 6/13/16. So, we are still missing hours and funds from 4/22/16-6/13/16. We have reached out to all avenues to retrieve these hours and funds. We have not received a response or decision on the action that will be taken on retrieving these funds.

BSI is willing to submit all individual audits to all members affected by this outlandish and gross situation you have endured. I know that in the above response there is not a 100% resolution, but please rest assured that we will take whatever action necessary (along with USGOA) to retrieve the missing information. Any help you all can provide on a local level or any direction or contacts you may have to push this matter along faster would be much appreciated. . .¹³

On October 12, Markert spoke to Nichols about the status of BSI's efforts to get her dues reimbursed. Nichols agreed to provide an update when she had more information. Not having heard anything, Markert followed-up with Nichols on October 21. On October 24, Nichols replied, assuring Markert that BSI continued to work on reimbursement, but could not provide a date to provide the exact amount:

Please know that I cannot give out an exact date as to when I will give you and answer because once again, we are the mercy of someone else on getting the exact amount.

I also want to clarify that this plan has never been a flat rate. It is all based on hours worked. Never a flat amount. The premium amount varies every month depending on how many hours are reported from your employer. Hence the fact that we are awaiting the exact amount from the carrier that was sent to them over the past almost 2 years.

However, we recently received the amount back from all of 2015. I can upload this amount this week, but keep in mind this is not the full amount owed back to you. We are still awaiting the remaining amount.

I appreciate your diligence on all the follow up. As always when we get a finalized response, we will be in touch with everyone.

Nichols explanation, however, did not satisfy Markert:

¹³ Jt. Exh. 27.

Okay so another story another delay. In an effort to help facilitate things. January through the end of August 2015 (8 months) were C&D Security, those hours were never in question. Correct?

Greenlee paid August 21st through October. (2 months) those hours were in question by the AUDIT(S) of hours were completed and corrected in or before July 2015, per documentation, BUT for argument sake ...

What in those 4 months are being questioned now?

Here's what I'll do since BSI can (sic) not efficiently conduct timely business with their subcontractors and/or produce reliable audit(s).

I will pull the 8 paystubs proving my actual hours worked between August through December and do the simple math for you.

This is not a complicated process, certainly nothing that justifies 4 months!

I assume the attachment letter from USGOA local 217 Benefits open enrollment announcement form for 2015 has the correct calculation for the said Healthcare. (\$3.59 per hour).

I would love to see at least 1 costly mistake involving BSI resolved within a reasonable time frame. It's called accountability. Thousands of dollars over the last year missing and its never BSIs error or within their capabilities to fix! Unacceptable.

Nichols replied shortly thereafter, reiterating her efforts to recover the missing funds. She added that it was not a "simple mathematical calculation" based on paystubs, but rather, a calculation of "almost 24 months' worth of H&W and funds. We will not continue to go back and forth with demeaning emails. I will respond when we have a finalized number back from the carrier." Markert replied reiterating that it was Nichols' responsibility as operations manager to answer her questions, adding that "the issue regarding my 12 months of contributions that were paid to health care never enrolled into in 2015 is a completely separate issue from the 'missing' money from Greenlee Security."¹⁴

By July or August of 2017, Greenlee made its final interest payment and all the members' health and welfare accounts had been reconciled.¹⁵

E. Dissension at the VA, SSA and IRS Sites

The longstanding frustration with their union's affairs led Frazier to run for Local 217 president, Goins for vice president and Markert for recording secretary in the Spring 2017 election. All three were Local 217 members with signed dues authorization cards on file with the employer.¹⁶ Coston was nominated to run for another term as president, leading a different slate of candidates. Several days before the April 2017 election, Coston informed Frazier, Goins and Markert that they were in bad standing for nonpayment of dues and ineligible to run for

¹⁴ Jt. Exh. 29.

¹⁵ The vague timeline for the recovery of contributions and interest payments is based on Natale's undisputed testimony. (Tr. 116-18.)

¹⁶ Since dues were being deducted around the time of the election, it is evident that dues authorization cards for Markert, Goins and Frazier had been submitted to the employers, and the 10 months of arrears accrued during one of several employer transitions. (Tr. 28; Jt. Exh. 49, 51.)

office. Markert immediately protested in a text response to Coston, which included her most recent paystub proving that union dues were being deducted:

5 Very interesting. Per 3.2 of our CBA I'd like to file a grievance against our Local 217 financial officer who is responsible to validate [that] all dues are paid, no later than the 15th of the month subsequent to the month of which the sums were deducted by the employer. Furthermore to the best of my knowledge my dues are current. Ironically I have been locked out of Ehub for the last couple weeks, a low priority since I am involved with the stressful process of buying a house. I will follow up with them today. 10 However, I will send you my last statement from February indicating dues are indeed being deducted. May I see the records from International showing what dues are delinquent."¹⁷

15 In an email to Miller on March 28, 2017, Goins also expressed his disappointment and sought an explanation after being notified of his ineligibility to run for office:

20 How come this was never brought to my attention until election time? Also, what written proof do you have showing the amount of unpaid said dues? Third how long has this been happening being though we don't receive paper checks anymore.

The CBA Section 3.2 says union dues will be automatically withdrawn on the 15th of every month.

25 If this is not being done, is it the responsibility of the PSO, or the Local 217/USGOA? The Union has the responsibility to make each PSO aware immediately if union dues are not current.

30 I will be speaking with the board of Union Member Rights about this matter. I am very disappointed with the Local 217 and the USGOA with the way you handled this matter.

35 Miller's reply affirmed Coston's assertion that Goins was currently not in good standing since he owed USGOA total dues of \$253.70 for the period from June 2016 to March 2017. In addition, Goins owed dues for May 2016 in the amount of \$278.62, for a total of \$532.32. He added that Local 217 was required to check membership status during an election and presumed that Goins' current employer did not possess a signed dues authorization card. He also explained that it is the member's responsibility to ensure that dues are deducted, especially when employer's change. Goins replied two days later:

40 Good morning Jeff. Again I've noticed, everytime I challenge the USGOA with an article of regulation you refuse to respond Jeff. Since we cannot get answers from our own international union on their actions concerning the CBA they have negotiated, we the PSO's of the Local 217, will be filing a formal complaint against the USGOA and the Local 217 for possible violation of the USGOA bylaws, mismanagement of union funds and unfair practices concerning CBA section 3.2. 45

¹⁷ Jt. Exh. 51.

Natale replied to Goins a short while later by asking for clarification as to which portions of the local and international bylaws were allegedly being violated and details about the mismanagement of funds so it could be further investigated. Regarding CBA Section 3.2, he deferred to Miller's response that cards "were provided on several occasions and were failed to be returned over the past several months." Goins replied a short while later:

You are inaccurate in your statement. We filled out the cards in June 2016. Mike Coston came to the VA to pick up the cards personally. I have 15 PSO's who witnessed Coston leaving with all the signed cards in his hand. What the hell happened to our cars and personal information??? Section 3.2 of the CBA says the company will notify the union of all unpaid dues in excess of 3 mo. We are just hearing about this after 10 mo.!!! 10 mo., what the fuck!!! This is indeed is [unfair] practices. As for Jeff answering my question, not so. He did nothing more than evade his responsibility as usual. . . . As for the bylaws, you will see shortly which bylaws have been violated.

Natale replied by asking Goins to send him a copy of the language in CBA Section 3.2 since his copy did not have such language.¹⁸ Goins sent the latest version of the CBA, to which Natale responded by again asking where was the language that Goins was referring to. Goins referred him to the first and second paragraphs and insisted that Natale "stop playing games." Natale clarified his question by asking where in Section 3.2 did it say that "the company will notify the union of all unpaid dues in excess of 3 [months]."¹⁹

On March 31, 2017, Goins emailed USGOA leadership of his desire to inform the membership and ask for their support with respect to the fact that he, Frazier and Markert were informed four days before the election that they were not eligible to run for office. He insisted that ineligibility was unjustly based on unpaid dues spanning ten months through no fault of their own since they submitted their dues authorization cards each time there was a change in employer. Goins asserted that they were "victims of the failed compliance from the company & our local who are responsible per our CBA (3.2) to ensure dues were deducted." Sullivan replied that Goins failed to pay dues for 10 months and it was a basic principle that if you're not a union member in good standing you can't run for union office. Goins responded that Section 3.2 of the CBA and Bylaws article 6, section 8 and article 13, section 1(c) and (d) all supported his contention that they were in good standing. He accused USGOA of unfair union practices.²⁰

Later that day, Sullivan informed Goins that "UGSOA doesn't keep members hostage. If you're unhappy with us or local 217, we can disaffiliate with your site and free you up to go with Steve Maritas' union. If so, I'll put the documentation together Monday. Let me know asap." Goins replied shortly thereafter that "we may able to consider your offer once we receive the H&W and 401k monies missing from each PSO." He also added a few minutes later that "[t]here is still about 150k in unaccounted funds deducted from PSO's since 2012, between the VA & the SSA."

¹⁸ Jt. Exh. 49.

¹⁹ Jt. Exh. 50.

²⁰ Jt. Exh. 57.

A few minutes later, Sullivan informed BSI that “[w]e’re disaffiliating from a portion of local 217. See below. They said they are missing money. Want to look into this and advise? Once that’s completed I finalize things on my end.” Goins replied a few minutes later: “And let’s not forget the thousands in unpaid medical expenses. Thousands!” Sullivan passed along that comment as well to BSI and asked for an update.²¹

On April 4, Sullivan asked BSI to respond to Goins. Nichols replied, confirming that “your small portion of the Local 217 contract has been moving back and forth between subcontractors (Trident, Butler and Greentree) since inception of the Local.” She disagreed that some hours and funds were still unaccounted for but disputed the assertion that the amount was anywhere near \$150,000. Nichols explained that the account was audited multiple times and Greenlee finally paid out a portion of what was owed in December 2016 when employees were given a “large upload into your 401k account of over 4k.” However, they were still trying to collect the funds that were unaccounted for hours worked between May and June 2016 prior to Allied resuming administration of the contract. Nichols agreed that there was over \$23,000 still owed to unit employees and she was working to retrieve those funds.²²

On April 5, Frazier informed Natale that 10 to 11 months of union dues had not been paid for most PSOs at the VA and SSA sites even though “we all did our due diligence July 22, 2016 by signing the union cards and handing them to the local president which was Mike Coston at the time. We all know that we have to catch up on our union dues in which we have [no] problem making arrangements to do so. My question to you . . . where is the representation for the members [that’s] delinquent? Why wasn’t there a grievance put in there from the International or the local to address the company on this situation? Like I stated at the beginning of this email, we have [no] problem paying back union dues but it will be paid back in installment[s]!”

Natale replied a few hours later, acknowledging that installment payments were acceptable and were being worked out with those that requested them. With respect to accountability, however, Natale explained that the indemnity provision at Article 3.2 of the CBA imposed responsibility of the member to ensure that deductions were being made. Frazier disagreed with Natale’s interpretation of Section 3.2, arguing that it was the employer’s responsibility to deduct dues in accordance with properly executed payroll deduction cards and remitted to the union by the 15th day of the following month. Natale responded sharply later that day, asserting that he was “tired of repeating [himself] and talking in circles with your ‘crew’ who are looking to do nothing but cause trouble and talking away valuable resources from those who are wronged or seeking to help and assist others in a unified goal. I do not [intend] to debate these topics further after this.” He went on to describe the obligation of employee-members to ensure that they made timely dues payments, allowing only members in good standing to vote in the previous week’s election, and the need to hire security for that election

²¹ The email settings in the March 31st exchange between Sullivan and Goins omitted the names of persons copied in those communications. However, given Goins’ immediate response to Sullivan’s email to BSI and the fact that the evidence was obtained from Goins’ mobile telephone, it is evident that she copied him in that email, as well as the additional one that followed. (Jt. Exh. 30.)

²² Jt. Exh. 54.

due to unspecified threats.²³

On April 13, Markert emailed UGSOA leadership informing that sixteen unit employees ruled ineligible to vote in the election did in fact have authorization cards in their personnel files since July 22, 2016. She added that an attempt was made to deliver newly signed dues authorization cards on behalf of those members, but newly elected Local 217 president Shawn Watts refused to accept them as had been done in the past. As a result, the cards were sent to the UGSOA by certified mail on April 11. Natale replied to Markert on April 18, confirming receipt of the updated cards and arrangements made by two of the sixteen members to pay past dues. He also acknowledged that members in bad standing could expect a two-week termination notice from the employer and reiterated that back dues could be paid in installments to rescind the termination notice.²⁴

Meanwhile, on April 19, Goins notified UGSOA of a complaint that he filed with the DOL alleging: the conduct of an unfair election process in violation of Article 3.2 of the CBA and UGSOA's Constitution and Bylaws Articles 6.8 and 13.1(c) and (d); the failure to provide an itemized detailed expenditure report for 2013-2017; refusal to extend the deadline of the new CBA to allow sufficient time for bargaining, failure to explain or respond to accusations of unauthorized spending of Local funds; failure to carry out a forensic audit; and failure to receive confirmation of retention of Mark Rosenfeld as counsel for bargaining over the new CBA.²⁵

On April 27, Goins notified UGSOA that the following PSOs agreed to a maximum repayment deduction of \$23.68 per pay period: Goins, Frazier, Markert, Rosa Rivera, Richard Burgos, Levar Deberry, Tonya McFarland, Ben Markert, Martino Gedeus, Alshe Wood, Roberto Martinez, Robin Watkins, Deidre Smith, and Gabriel Martinez. Natale replied that payments "should start immediately and a check or money order should be sent to the address listed below and made out to 'UGSOA International Union.'" Goins rejected Natale's proposal because the members did not do paper checks and it would be a "grave inconvenience to have to purchase a money order, an envelope and stamp and mail a payment every week." He suggested that since UGSOA, Local 217 and the employer were responsible for the previous failure to deduct dues, it was appropriate that the payments be deducted from pay. Natale replied that dues could be recalculated for monthly payments or simply collected on site and mailed as a group.

Natale followed up on May 1, informing Goins that the employer refused to add back dues to the deductions authorized under the CBA. He asked if Goins still planned to send weekly checks or if he wanted a recalculation for monthly payments. Finally, Natale concluded that the "failure to finalize these arrangements by close of business today will result in the continued enforcements of the CBA security clause for any officer still non-compliant." Goins replied that "there will be no mailing of any checks" since members should not be inconvenienced by USGOA's failure to set up deductions in 2016 but would speak to the "Crew" about setting up direct debit payments.

²³ Jt. Exh. 31.

²⁴ Jt. Exh. 32.

²⁵ Jt. Exh. 33.

Natale replied a few hours later in a mass email to the Local 217 membership, recognizing the dissatisfaction of some members with UGSOA, informing that ballots would be mailed out to facilitate the process for those interested in disaffiliating, and efforts to recover members' missing health and welfare contributions:

5 It has become apparent throughout our communications over the last few weeks that there is a disconnect between some of the membership of Local 217 and that of UGSOA International. We understand that you are unhappy and have lost interest in maintaining your membership in UGSOA. We are never ones to hold members hostage if they are
10 dissatisfied with our services, so we have decided to assist you in the disaffiliation process. Ballots will be mailed to each officer working at the [VA, IRS and SSA sites] over the next week. Details on the process will be included with the ballots.

15 Also, to update you on the Greenlee H&W issue, BSI had a conference call with Greenlee this morning. BSI is now in possession of half of the missing funds and the remainder will be forwarded to them with updated hours reports this week. Once all funds are received they will be processed in each individual officer's accounts. An additional deposit should be expected in each officer's account once calculations have
20 been made for any lost gains because of the delay on the Company's part in furnishing the funds in a timely manner.

Goins replied to Natale a few hours later reiterating his rejection of Sullivan's previous suggestion to disaffiliate because there was "still unfinished business that the UGSOA has not resolved." He stated that "[w]e are willing to consider disaffiliation," but premised it on several
25 demands:

1. We need all funds owed to all PSO's from BSI and Boone Group to all PSO's on the contract. All H&W for all PSO's with a 401K and a Health Care account through the union [brought] current and up to date with all medical bills paid in accordance to the
30 coverage agreement. 2. We protested the election process and according to the Constitutional Bylaws, the USGOA is supposed to conduct an investigation. We have not received any update on the status of that investigation or been advised what will be done to rectify it. These [need] to be done now. 3. We have filed a formal complaint with the NLRB and DOL for unfair union practices, we must wait for the outcome of the
35 investigation. 4. Any other PSO who wished to disaffiliate with the USGOA will be freely allowed to disengage from the International USGOA with no retaliation of any sort at all. If the USGOA agrees to these demands and are willing to put these demands in writing with a signature of agreement from all appropriate parties of the USGOA, we will gladly disaffiliate.²⁶

40 Frazier jumped into the fray a short while later, blaming Allied, UGSOA and Local 217 for the "mismanagement of union dues" during the 10 months at issue. He insisted that unit employees' dues authorization cards had always been on file and dues arrears payments would be paid "under agreed upon terms, as a matter fact it'll be wise to remember that USGOA works

²⁶ Jt. Exh. 34.

for ME and its Members [it's] not the other way around! We the "crew" as you like to refer to us at VA and SSA see that the bottom line is Money . . . My question to you is [where's] the money that was due to the "crew" from Greenlee Security that Mike Coston told me about???"²⁷

5 The following day, PSO Jay Pharrell joined in the discussion, asserting that UGSOA's proposal to disaffiliate the VA, IRS and SSA sites was a "problem on many levels," the first being that Local 217 "as a WHOLE is dissatisfied with [UGSOA]." He added that he was still waiting for UGSOA's response to his "request for the appeal of election papers I made over 3 weeks ago." Pharrell concluded that "[o]nce all the issues and problems are done we the BODY of the local UNION [have] no problem look at and maybe starting the disaffected process. Until 10 that time we still have unfinished business that need to be cleaned up."²⁸ Natale responded that "[t]here is no appeal paperwork. Your concerns were heard and are being looked into. Once a final determination is made, it will be communicated to the membership."²⁹

15 On May 1, USGOA added fuel to the controversy with a newsletter focusing on members' obligations to ensure that their dues were withheld on a regular basis:

20 Today, I'd like to point you all to Section 3.1 of the CBA which states "Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition or acquiring or retaining membership in the Union." In layman's terms, one must pay Union dues to be considered a member of the Union. I bring this to your attention because there been notable issues in the past of the Union not receiving its dues from all of its members. Please be aware that the Union has no desire to terminate 25 members or have them removed from the contract, however, not rendering dues is a violation of the CBA, one that will result in such action. It's for this reason that the Union is encouraging you all to keep a watchful eye on your paystubs, please ensure that your monthly deductions are occurring routinely. In the event that they're not, don't hesitate to notify a Union representative and the company office so that the problem can be mended. Again, the Union would like prevent anyone from facing issues as a consequence of not checking their paystub, note: this responsibility does not fall solely on the company. Additionally, note that negligence on your part is not an appropriate excuse. Please check your paystubs(s) to ensure that they reflect deductions for both 30 H&W (which is separate) *and* Union dues.³⁰

35 The newsletter provoked an angry response from Markert on May 2. She accused Local 217 of failing to comply with Section 3.2 of the CBA, which required the employer to deduct union dues in accordance with signed authorization cards and remitted to Local 217 by the 15th of each month. She recited how some officers had been through six transitions in the past three 40 years, with resulting delays in paychecks and discrepancies in taxes and withholdings for health and welfare funds, all without the assistance or accountability of Local 217.

²⁷ Jt. Exh. 35.

²⁸ Jt. Exh. 39.

²⁹ Jt. Exh. 36.

³⁰ Jt. Exh. 37.

On May 3, Natale disputed Markert's assertions, claiming that USGOA, Local 217 and others had spent "countless hours . . . enforcing and recovering violations of the current CBA," including wrongful terminations and disciplinary actions. He added that it was "no secret that the VA site in particular has had a rough go because of the [employer's] desire to sub out that portion of the contract and select subs that perform at subpar standards. Regardless of each change, we have ensured that each member is made whole when/if violations occur." Natale also explained the process of recovering \$23,000 owed by Greenlee to members' health and welfare funds after they were 'kicked from the contract.' He could not, however, explain why Allied failed to deduct dues from some officers upon assuming the contract in June 2016, but concluded by reminding those in arrears that it was their responsibility to pay their dues or face removal from the contract.

Natale's response was met by an equally forceful one by another PSO, Martino Gedeus, who lectured Natale that the union worked for its members and not the other way around. He insisted that UGSOA should have gone "after the company and find out why they failed to do their job, but instead you're blaming the officers for the local's and company's negligence." Gedeus also asserted that he had video of "those armed men you'd hired and placed at the door to stop me and other PSOs from going in an [exercising] our rights to vote at the election . . . You need to take that elitist and thuggish mentality of yours [somewhere] else because it's not working over here."³¹

Pharrell also replied by criticizing USGOA for deflecting the blame to the employer and then punishing members by not allowing them to participate in ongoing union affairs, and quoted a DOL regulation: "A MEMBER IN GOOD STANDING WHOSE DUES HAVE BEEN CHECKED OFF BY THE EMPLOYER MAY NOT BE DISQUALIFIED FROM VOTING BECAUSE OF ANY DELAY OR FAILURE BY THE EMPLOYER TO SEND THE DUES TO THE UNION." He added that "[n]o PSO should be put in 'bad standing' as you called it for something [that's] out of their control." Pharrell also protested the UGSOA's offer to only disaffiliate from the three buildings as opposed to the entire membership of Local 217.

Frazier joined the discussion a few hours later, complaining about the missing funds, the election and the pending charges before the Board, receiving one pay check while working five straight weeks, working without health insurance, working without disbursements being placed into their 401k accounts even though the contributions were deducted from their pay checks, many grievances that went unanswered, and "fighting with subcontractors about our rights under the contract only to have them leave the contract and take our funds with them." He asserted that certain officers still had significant unpaid medical bills by the Boon Group, "who disguises themselves to be Aetna."³²

On or about May 4, Frazier and Goins emailed Natale and Dunigan authorizing Allied to "deduct \$25.67 for 22 weeks for back dues in addition to the current, \$11.84 currently being deducted. As outlined and mutually agreed upon by UGSOA & the Company in Section 3.2 of our CBA. Please confirm receipt of this authorization for record." Natale replied that the

³¹ Jt. Exh. 38.

³² Jt. Exh. 40.

“repayment structure is fine, as long as the Company is now agreeable to make these deductions.”³³

F. *UGSOA Separates Dissident Unit Employees into a New Local 217B*

UGSOA’s overtures about splitting Local 217 by placing unit employees at the IRS, VA and SSA facilities into their own local was not met with the approval of the dissident leadership.³⁴ Nevertheless, on April 26, Natale requested that the IRS, VA and SSA location members be split into their own local based on the following explanation:

They have been growing increasingly frustrated with the rapid changes of employers over the last few years and the situation has gotten to the point that the two groups are not communicating well and they feel they would be better served operating on their own. Please respond accordingly.³⁵

UGSOA’s Board agreed and unanimously voted to separate unit employees at the VA, SSA and IRS sites from Local 217 and place them into a newly formed Local 217B. While all this was going on, UGSOA was in negotiations with Allied for a successor to the 2014-2017 CBA for Local 217. UGSOA did not, however, inform Allied of its intention to separate those employees from Local 217 and place them into a new local.

On May 22, UGSOA notified Local 217 members that the approximately ninety-one unit employees working at the VA, SSA and IRS sites would be separated:

It has become apparent over the last several months that many of the Local 217 membership working at the [VA, SSA and IRS sites] have become increasingly dissatisfied with the services of Local 217 and the administration running it.

Because of this, the UGSOA International Executive Board has taken a unanimous vote, in accordance to the International Constitution, Article VII, Section 2(t), to separate the three buildings names above from Local 217 and create a new Local 217B, effective immediately. Further details on this transition will be forthcoming to those affected by this change, including the election of a board of officers, by-laws and CBA preparations.³⁶

On May 25, Local 217 published a newsletter explaining that members in arrears on their dues had been unable to vote and run for office in the recent election and security measures taken relative thereto. He also explained that a Board investigation found no violations by Local 217,

³³ Markert entered into a similar arrangement around that time. (Tr. 50; Jt. Exh. 41, 42.)

³⁴ Goins never requested separation, while Markert and Frazier credibly testified that they communicated to Natale and Coston their opposition to being separated from Local 217, especially with the outstanding health and welfare funding issues. (Tr. 32-33, 59-60, 83, 108-09.)

³⁵ Natale’s credible testimony that UGSOA successfully split locals into separate groups in the past to keep the peace between unit members was not disputed. (Tr. 125; Jt. Exh. 18.)

³⁶ Jt. Exh. 11.

officers owed fund contributions by Greenlee were credited for the missing funds with continuing audit to determine the amounts of gains and losses, and the status of collective bargaining with Allied.³⁷

5 On May 31, Natale proceeded to implement the separation by formally notifying Local 217 leadership of the action and requesting seniority lists for the three buildings. The email stated, in pertinent part:

10 At this point, all terms will remain the same, except for a modification of the recognition clause of the CBA. Once an election is held for the new 217B, we will schedule negotiations for this group.

15 If I could please be provided with a seniority list, including mailing addresses, for the 3 buildings listed above for new Local 217B, it would be appreciated.

20 Natale also notified Allied of the split on the same day, attributing the action to “internal issues and various other reasons.” He stated that [a]t this point, all terms will remain the same, except for modification of the recognition clause of the CBA. Once an election is held for the new 217B, we will schedule negotiations for this group.” Natale also spoke with David Chapla, Allied’s vice president of labor relations, who did not object to the creation of the new local.³⁸

G. UGSOA Disaffiliates the SSA, VA and IRS Sites

25 On June 6, Goins emailed Sullivan expressing his opposition to UGSOA’s efforts to separate certain employees into a new Local 217B:

30 Desiree, we need to get something straight. These ridiculous attempts to split the Union are futile. This must be voted upon by all parties of the Local involved, which there has been no vote as usual. Also, you must understand, the VA, SSA, & IRS are not the only Officers of the Local [and] are not the only Officers dissatisfied with the USGOA. There are Officers in every building on the contract who are totally fed up with the incompetence of the USGOA. ALL PSO’s with the exception of a small regiment who are on the union board to disaffiliate. NEWS FLASH! We will not split, that is asinine. We are going to disaffiliate when we are ready. It will be the entire majority of the
35 Local. We are going to vote the USGOA out and vote a new union in. The PSO’s of the Local are no longer willing to tolerate your theft, your lies, your misrepresentation, your mismanagement of funds and your unfair union practices. The USGOA is a pathetic disgrace built on totally lies. We want no more affiliation with this crooked, twisted, corrupt association you call an international. You don’t even have a Legal agency
40 affiliate. We will be disaffiliating soon enough. We will be removing the entire Local from under your authority. You will not split us, we stick together. We all go or, we all stay. [I]n the case of the UGSOA, we are all going and we will never do any further business with the USGOA ever again.

³⁷ Jt. Exh. 43.

³⁸ Natale’s credible testimony that Allied did not object to the splitting of Local 217 is undisputed. (Jt. Exh. 12; Tr. 62-63, 134.)

Sullivan replied a few minutes later, insisting that UGSOA's Executive Board was within its rights to separate certain unit employees from Local 217 and into a new union:

5 You've been saying your group is unhappy, you're not being represented, you're treated differently from the rest of the Local, etc. . . . Based on all of the emails, it was determined that you would be better served running your own Local. Your own Officials, accounts, contract negotiations, etc. . . . Your accusations are ridiculous. Don't send me anymore emails calling me a liar, a thief, or any other name.

10

After exchanging several emails with Sullivan in which she clarified that Local 217B would remain under the umbrella of UGSOA, Goins concluded:

15 Desiree, we both know this will not work. We don't get along well now, it would be catastrophic if we were a separate local trying to work with an international that refuses to properly represent us. You forget that! It is total disaffiliation that we need. You even said that in previous emails. Why are changing now???

20 We will only consider a split if you are willing to allow us to disaffiliate from UGSOA and allow every PSO who is dissatisfied with the UGSOA disaffiliate as well. We will need this in writing.³⁹

25 A few minutes later, Natale notified the rest of UGSOA's Executive Board that the members of Local 217B "now said they do not want to be affiliated with UGSOA at all. After speaking with [Sullivan], we feel the best option if to disaffiliate with the new Local 217B only at this time." The UGSOA Board followed by unanimously voting to disaffiliate the employees at the VA, SSA and IRS facilities from UGSOA. Neither Allied nor Local 217 members were notified of the Executive Board's intention to take such action before the vote.⁴⁰

30 Later that afternoon, after the Board had already voted to disaffiliate from Local 217B, Pharrell supplemented Goins' earlier remarks:

35 "[t]he majority of Local 217 is unhappy with [USGOA] period. You will not pick what buildings you choose to split or keep under [USGOA]. If you got a problem with any building or [PSO] in [L]ocal 217 you got a problem in the WHOLE 217. I think you and everyone underneath you, be forgetting that YALL WORK FOR US . . . WE PAY YALL, NOT THE OTHER WAY AROUND. If you want to disaffiliate or split then you will do it to the whole Local. As I stated in past emails you will send in writing terms of disaffiliate only after you make right on all of our terms. I'm pretty sure you can't split or disaffiliate while you still have an open claim against you. It's interesting how you pick when to follow your by-laws. If you going to try and go by the by-laws you need to do so all the time but when it's convenient for you. On what grounds are you trying to split local 217? [Whose] attention did you bring this [to]. Did you have a hearing where you addressed it and then voted on it after you addressed it (while the parties were

³⁹ Jt. Exh. 45.

⁴⁰ Jt. Exh. 19.

present)? Cause I don't remember getting a hearing memorandum. If [you're] ready to talk about our terms so we can go ahead and disaffiliate then please send them over. Till then great day and look forward to your reply.

5 Sullivan replied a short while later, insisting that UGSOA was entitled to “disaffiliate with you just as you can have an election to go. If that’s your choice, that’s fine too. I’ll send out the notice by the end of the week. . . . We “picked” the buildings that were sending us emails saying they weren’t happy . . . I’m not your employee, I’m your Union sister. We’re all in the Union. That’s what a Union is . . . So in summary, we separated you so that you could “run your own show” and not be under the Local 217 Board. If that’s not what you want, let me know and I’ll take care of things on my end.”⁴¹

H. *Complications from the Disaffiliation*

15 On June 7, the UGSOA notified Allied and Local 217B members of its decision to disaffiliate from Local 217B:

20 I am writing to inform you that the UGSOA International Executive Board has taken a unanimous vote to disaffiliate from Local 217B membership working at the [VA, SSA and IRS Offices]. This Executive decision is being implemented pursuant to the International Constitution, Article VII, Section 2, subsection (t) and at the request of the Members working at these specific locations.⁴²

25 On June 12, Chapla replied to Natale’s June 7 letter by requesting a meeting to discuss the effects of the disaffiliation and reserving Allied’s “right to take the position that UGSOA no longer enjoys majority support as to the bargaining unit.”⁴³

30 On June 22, Natale instructed Allied to “ensure that the dues deductions (including the repayment of previously owed back dues) is stopped immediately for the affected sites that UGSOA disaffiliated from in the attached letter.”⁴⁴

35 Adding to the complications of UGSOA efforts to disconnect from unit employees at the SSA, IRS and VA, Allied was in the process of losing the FPS Philadelphia contract to Triple Canopy. On June 23, UGSOA contacted Triple Canopy to confirm that it had been awarded the FPS contract and requested to begin contract negotiations.

40 In the meantime, on June 26, Allied’s district manager notified “all supervisors” that they would no longer be able to “borrow any officers from the above listed sites to work for your sites.” She incorrectly attributed the change to a decision by the three sites “to disaffiliate from Local 217. The Union has accepted this.” She attached a list of employees at the three sites and

⁴¹ Jt. Exh. 44.

⁴² Jt. Exh. 13.

⁴³ Jt. Exh. 16.

⁴⁴ Jt. Exh. 14.

asked supervisors to “refrain from contacting any of the said employees on the list to fill post at your sites.”⁴⁵

Complications also arose with members’ health insurance coverages when Allied requested that UGSOA keep Local 217B members on its health insurance plan until the end of the July 2017. UGSOA replied that such an arrangement was not possible beyond June 2017 since the officers would no longer be UGSOA members. UGSOA replied that Allied “should be able to get an exception for these employees from Boon since they are already in Boon’s system, it would just be a matter of transferring them over.”⁴⁶

The matter of health benefits for the disaffiliated members, however, did not turn out to be simple as Natale suggested. On June 26, Markert emailed UGSOA leadership asking “[w]here is my Health and Welfare? Please advise asap.” On June 27, Sullivan followed up with BSI and forwarded the information consisting of the previous six months of sporadic deposits by Greenlee. Markert replied a short while later:

H&W funds timely submissions have never been enforced by UGSOA. However they have always been calculated on payroll. So your answer doesn’t at all address the question. I am well aware of how to monitor my Pentegra account.

The disaffiliation you mentioned that was to have [supposedly] occurred immediately clearly hasn’t as I am still having union dues taken from my payroll. When will [I] receive a reimbursement of these funds? I have received no official word directly from UGSOA regarding this matter. Perhaps this is a question better answered by Allied Universal.

Sullivan replied that UGSOA did not take dues from Markert’s paychecks. “We do not have access to your payroll. The employer does. We requested the Company stop dues deductions when you requested to disaffiliate from UGSOA. Any dues that we receive will be sent back.” Markert replied that she knew that UGSOA did not have access to her payroll and “[p]erhaps this is a question better answered by Allied Universal. And for the record we the union majority never agreed to become a ‘217B’, we stated/voted we wanted USGOA removed in totality. The ‘executive board’ voted the majority out making them the minority.” Sullivan replied that Markert was wasting her time arguing because USGOA gave Markert what she wanted, first separation and then disaffiliation.⁴⁷

On June 27, Sullivan notified Allied that she was “receiving emails from Local 217B. They are wondering where their Health and Welfare Funds will be allocated for June? I’m assuming to the Company’s plan?” On June 29, Chapla replied:

⁴⁵ With respect to the actual impact that the policy change had on the overtime opportunities of the disaffiliated members, I do not credit Natale’s vague and uncorroborated hearsay testimony that “it didn’t happen frequently enough that the Employer didn’t feel it would cause any issues.” (Jt. Exh. 25; Tr. 116.)

⁴⁶ Jt. Exh. 15.

⁴⁷ Jt. Exh. 46-47.

- A couple of issue we need to address in negotiating the effects of the recent disaffiliation of 3 of the Philadelphia FPS Accounts locations by UGSOA Local 217.
- The dues for June 2017 had already been set up and subsequently sent to UGSOA who just recently returned that check to the Company asking for the officers dues deductions/payments at the 3 locations to be removed and a new check to be removed and a new check to be reissued. Our local team is in the process of making that accommodation and will also refund the moneys owed to the officers affected by the disaffiliation.
- With regard to monthly payments to the Union health & welfare fund, we believe that payments for the month of June 2017 were made and there won't be any adverse effect or payment adjustments and coverage will continue for affected officers.
- The Company proposes that such health & welfare coverage continue for the month of July 2017 for the officers affected by the Union's disaffiliation of the 3 FPS sites. This will allow a reasonable time period for the Company to transition such affected officers into a Company sponsored health plan. Please advise ASAP if health & welfare coverage can be continue[d] through July 2017 and what if any additional action would be required?

On June 30, Natale informed Chapla that "[t]he Union isn't able to continue coverage after the end of the month due to a variety of reasons. In hearing from our TPA, they thought you should be able to get an exception for these employees from Boon and since they are already in Boon's system, it would just be a matter of transferring them over."⁴⁸

On July 14, Markert followed up with USGOA's leadership regarding its decision to "separate" from members at the VA, SSA and IRS sites:

There has been no additional information provided by UGSOA International. Subsequently PSOs have attempted to solicit information from numerous entities regarding these critical issues. However, to date, July 14, 2017, not one PSO has received COBRA election forms nor 401K Rollover forms. Please advise asap.

USGOA did not reply and Markert followed up with another email on July 21 reiterating that the promised information had not been provided following disaffiliation and Cobra information had not been provided as required by federal law.⁴⁹

On July 24, Nichols emailed Allied and asked for an explanation as to "what recently happened with a portion of Local 217 that was recently 'disaffiliated' from the union. What was the official date they were 'off' USGOA? Did you provide us with a full list of employees? Are they offered company benefits now or are they part of another union? We just want to make sure to cross our 't's' and dot our 'I's' on anything outstanding with this group." Pat Morsa of Allied replied that she "was told by our Project Manager that certain sites were disaffiliating from Local 217. The IRS, 30th & Market, SSA Germantown and the VA. The officers were offered

⁴⁸ Jt. Exh. 15.

⁴⁹ Jt. Exh. 48.

company benefits. At this time, I don't think they are associated with another union. The H&W Report I submitted to you recently is for members of Local 217."⁵⁰

I. *Unit Employees Vote for New Union*

On August 15 and 22, 2017, the Philadelphia Security Officers Union (PSOU) filed representation petitions seeking first to represent Allied's employees at the disaffiliated locations, and then to represent all employees represented by UGSOA at Allied's FPS Philadelphia area locations. PSOU sought one election that included all locations.

On August 16, after receiving notification of the representation election, Natale informed Board agent Janet Jackson that USGOA was reconsidering its disaffiliation of the three sites:

We recently disaffiliated with this group of officers due to an outcry of displeasure with our union, but since doing so, we have numerous employees express interest in returning.

We would like to be included on the ballot. It would help to clarify if the majority truly wanted to leave or not.

Do you need an official position statement for this to occur? We wouldn't object to the election or need a hearing, just want to be included on the ballot to let these members decide who would represent them.⁵¹

On August 21, Natale responded to Region 4 field examiner Mary Leach's request for additional information in connection with its interest in intervening in the election:

These three buildings were included in those FPS sites. We represent approximately 175 officers that work for Allied Universal (C&D) on this contract across maybe 20 different buildings. These three buildings were broken off into their own Local (217B) toward the end of May of this year because of internal differences in the Local (see attached).⁵²

Confused by the chain of events between USGOA and the disaffiliated employees, Leach asked for further explanation:

Do you have any union cards from employees who work at IRS, Veterans Affairs, and SSA? I received a letter dated 6-7 saying your union disaffiliated from Local 217B membership. But the CBA extension was signed by the Union on 7-28, which is after the date of the disaffiliation. Are the employees working at sites IRS, Veterans Affairs, and SSA covered by this extension CBA, or is there a separate agreement for 217B?

Natale replied that UGSOA was still in the process of working out the complications resulting from disaffiliation with the company:

⁵⁰ Jt. Exh. 52.

⁵¹ Jt. Exh. 20.

⁵² Jt. Exh. 21.

Yes and no. When we separated the two units, both units were covered by the previous agreement until a new agreement could be reached for each unit. We never started negotiations for the three buildings currently in question because the separation didn't solve their issues, which is why we disaffiliated with them in June. [Allied] has yet to officially acknowledge the disaffiliation technically.

We are still working with Allied to finalize a new CBA for the original 217 portion and are nearing a complete document at this time. One issue that remains open is the recognition clause that we are proposing would exclude these three sites. In the Company's mind, they are still treating this as one unit, but the extension agreement in our minds does not include the 3 buildings that were separated. Sorry that this is so confusing!⁵³

Leach replied several hours later asking Natale if he had "any union cards from employees who work at IRS, Veterans Affairs, and SSA?" A short while later, Natale replied:

Not currently, but I can get some if needed. Since disaffiliating with these sites, numerous people have contacted me stating their displeasure with them no longer being members.⁵⁴

On September 5, the PSOU sent a letter notifying Triple Canopy about the August petitions that were pending, which raised a question concerning representation, and cautioned Triple Canopy not to engage in bargaining with the UGSOA or any other labor organization until that question had been resolved. Nevertheless, on September 25, Triple Canopy and UGSOA entered into an agreement assuming the CBA previously entered between Allied and the Respondents at the Philadelphia FPS sites, dated April 1, 2014. The assumption agreement, which still included the three disaffiliated sites, modified the expiration date of the 2014 CBA to April 30, 2018.

On October 13, the PSOU filed another petition seeking to represent all PSOs employed by Triple Canopy under the Philadelphia FPS contracts. On October 23, a Region 4 hearing officer presided over a hearing regarding objections to the petitioned-for bargaining unit, including UGSOA's claim that the appropriate unit did not include employees from the three disaffiliated sites. On November 14, the Regional Director of Region 4 directed an election in the appropriate petitioned-for bargaining unit, rejecting UGSOA's efforts to exclude employees from the disaffiliated sites.⁵⁵

After an election on December 12, the Regional Director certified on December 22 that a majority of valid votes had been cast for the PSOU and certified that organization as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

⁵³ Jt. Exh. 22.

⁵⁴ Jt. Exh. 23.

⁵⁵ Jt. Exh. 7.

Included: All full-time and regular part-time security officers employed by the Employer at the Federal Protective Services (FPS) sites in Philadelphia, Pennsylvania and surrounding counties.

5 Excluded: All other employees, including office clericals, sergeants, lieutenants, captain, and supervisors as defined in the Act.

LEGAL ANALYSIS

10 I. THREAT TO DISAFFILIATE UNIT EMPLOYEES

The complaint alleges that the Respondents violated Section 8(b)(1)(A) of the Act on March 31, 2017 when Sullivan threatened to disaffiliate a portion of the unit and refuse to represent them if they continued to oppose their leadership. The Respondents deny that any of
15 their representatives ever tried to dissuade unit employees from engaging in such activities and, to the contrary, actively supported the dissident leadership – Frazier, Markert and Goins – in resolving ongoing problems and participating in the administration of Local 217.

A union may not threaten internal action against employees if the threat impairs a
20 fundamental component of labor policy. See *International Brotherhood of Teamsters, Local 992 (UPS Ground Freight, Inc.)*, 362 NLRB No. 64, n. 1 (2015) (business agent unlawfully threatened member with internal union charges if he testified on behalf of employer in arbitration proceeding). Cf. *Chicago Truck Drivers Local 101 (Bake-Line Products)*, 329 NLRB 247, 450 (1999) (union lawfully informed employees that it would disclaim interest in representing them
25 if they lost a deauthorization election).

On March 31, Goins complained to UGSOA and Local 217 leadership about the decision to disqualify him, Frazier and Markert from running for union office four days before the
30 election on the grounds that they were not members in good standing. He insisted that the stated reason – unpaid dues for 10 months – was unfair because their dues authorization cards were on file each time there was a change in employer. Citing Article 3, Section 2 of the CBA, Goins asserted that it was the responsibility of the employer and Local 217 to ensure dues were deducted. In the testy exchange that followed, Sullivan and Goins quibbled over CBA language relating to members' dues obligations, and Goins charged UGSOA and Local 217 of unfair
35 union practices and warned that the dissidents were in process of obtaining legal representation. Goins' accusations provoked the following response from Sullivan:

UGSOA doesn't keep members hostage. If you're unhappy with us or local 217, we can
40 disaffiliate with your site and free you up to go with Steve Maritas' union. If so, I'll put the documentation together Monday. Let me know asap.

Goins replied that "we" would consider Sullivan's offer once the health and welfare funding issues were resolved. Sullivan immediately responded by informing BSI that UGSOA was disaffiliating from the portion of the unit that "said they are missing money." She asked BSI
45 to investigate and advise, concluding "[o]nce that's completed I finalize things on my end."

Sullivan's initial statements in this sequence of events came during an exchange in which Goins repeatedly expressed extreme dissatisfaction with UGSOA and were not inherently coercive. The statement combined UGSOA's repudiation of hostage taking with an offer to "free you up" to go with another union," if that was what Goins wanted, and she asked him to let her know "asap." The Board has held that a disclaimer of interest and subsequent transfer of representation is not "coercive," because a withdrawal of representation can only constitute coercion if the unit has a "continuing right" to the benefits. *Joint Council of Teamsters No. 42 (Grinnell Fire Protection Systems)*, 235 NLRB 1168, 1169 (1978) (union lawfully disclaimed representation of member who no longer desired its representation, as well as the rest of his unit). Sullivan had only offered to transfer representation at this point and had not threatened disaffiliation. Her statements cannot be considered coercive because she did not threaten to withhold benefits, but rather, a reaction to Goins's dissatisfaction with an offer. Cf. *Melbet Jewelry Co.*, 180 NLRB 107, 109-10 (1969) (employees could not be compelled to accept a new collective bargaining representative unless a majority of their group consented to doing so).

Sullivan's subsequent statement to BSI, however, constituted an imminent threat that UGSOA was unilaterally disaffiliating from certain unit employees because Goins' persisted in complaining about missing contributions. That statement, which was copied to Goins, was a retaliatory rejoinder to his response that the employees would consider Sullivan's offer once the 401K funding issues were resolved. Even more ominous than Sullivan's threat to disaffiliate was the reasonable implication that UGSOA would walk away from the affected employees after BSI "looked into" the situation and "advised," but without resolving their dilemma.

Under the circumstances, Sullivan's follow-up statement violated Section 8(b)(1)(A) because it was not based on the truthful consequences of Goins' statements, but rather, sought to coerce him from vigorously pursuing a resolution to the union's 401K fund issues. As such, the statement tended to coerce Goins. See *1115 Nursing Home and Hosp. Emps. Union*, 305 NLRB 802, 804 (a threat by the union to no longer represent employees constituted coercion); *East Mfg. Corp.*, 242 NLRB 5, 6 (1979) (a disclaimer of interest by collective-bargaining representative was ineffective when made because of employee disgruntlement); *Mack Trucks, Inc.*, 209 NLRB 1004 (1974) (honoring a union's disclaimer of interest would go against the Board's policy of refusing to permit parties in collective-bargaining agreements from escaping the terms of their contract); Cf. *Bake-Line Products*, 329 NLRB at 248 (a union may disclaim its interest in a unit, even without providing evidence that such representation was unfeasible).

II. DISAFFILIATION OF UNIT EMPLOYEES

The complaint alleges that the Respondents further violated Section 8(b)(1)(A) of the Act on June 6, 2017 by disaffiliating from and refusing to further represent the unit employees at the VA, SSA and IRS site in retaliation for their activities in opposition to Respondents' leadership. The Respondents denied those the allegations and assert that USGOA's actions in disaffiliating from the affected members were based on legitimate, nondiscriminatory reasons, including the desire of the members who no longer wished to be associated with them.

Section 8(b)(1)(A) of the Act prohibits labor organizations from coercing employees in the exercise of their Section 7 collective bargaining rights, including breach of a union's duty to fairly represent employees. A breach of this statutory duty occurs when a bargaining agent's

conduct is “arbitrary, discriminatory, or in bad faith.” *Vaca v. Sipes*, 386 U.S. 171 (1967). An exclusive bargaining agent is in breach of its duty to fairly represent employees when a disclaimer of interest is not made in good faith or is made for an “improper purpose.” *In Re Joint Council of Teamsters Numbers 3, 28, 37, 42 (Lanier Brugh Corp.)*, 339 NLRB 131, 142 (2003).

Where a union’s actions are found to be objective and reasonably designed to ensure “effective performance of its function representing its constituency,” the Board has found no evidence of discriminatory application. See *IATSE Local 838 (Freeman Decorating Co.)*, 364 NLRB No. 81, slip op. at 4 (2016) (union’s hiring hall attendance rules were lawful because they addressed legitimate concerns regarding the hall’s operation). The Board defers to a union when evaluating the reasonableness of its actions. See *United Brotherhood of Painters, Local Union No. 487*, 226 NLRB 299, 301 (1976) (citing *Ford Motor Co. v. Huffman*, 345 U.S. 330, 338 (1953) (statutory bargaining representative must be able to exercise “a wide range of reasonableness” and discretion, subject to good faith, when serving its unit)).

UGSOA’s disclaimer of unit employees at the VA, SSA and IRS sites on June 6 was motivated by the persistent criticism of UGSOA and Local 217 leadership and representation by Goins, Frazier and Markert. There is no doubt, however, that their complaints about disqualification from voting and running for union office, missing 401K contributions, lapses in health care coverage, and threatening to file and filing charges with the DOL and the Board constituted protected concerted activity under Section 7. See *Office and Professional Employees International Union, Local 251 (Sandia National Laboratories)*, 331 NLRB 1417, 1424-1425 (2000) (union members have the right to meet freely to criticize union management); *Local 254, Service Employees International Union (Brandeis University)*, 332 NLRB 1118, 1119 (2000) (employee who complained about the Union’s resolution of a snow-day grievance and presented superiors with petitions was engaged in protected activity under Section 7).

On April 26, UGSOA’s Executive Board began to retaliate for the protected activities of the dissidents. On that date, UGSOA unilaterally voted to isolate unit employees at the VA, IRS and SSA sites by removing them from Local 217 and into a new Local 217B. The affected employees, part of the historic bargaining unit, received neither approval by the local or a hearing notice, a violation of its Constitution. See *In Re Tawas Indus., Inc.*, 336 NLRB 318, 319 (2001) (disaffiliation decisions are generally “carried out in accordance with formal, internal procedures, contained in the union constitution and bylaws”); *Creative Vision Res., LLC & Local 100, United Labor Unions*, 364 NLRB No. 91 (2016) (the disaffiliation process normally warrants a due process election).

Nor did UGSOA bargain with the employer over its change to scope of the bargaining unit. It is not alleged that UGSOA unilateral action separating employees at the three sites was unlawful, perhaps because the dissident members were in virtual revolt at the time over Local 217’s neglect in connection with their missing 401K contributions and claimed lapses in health coverage. Contrary to the Respondents’ contention, however, following the separation UGSOA did nothing to alleviate the problems encountered by the newly formed Local 217B membership. Nor did UGSOA do anything to help the newly separated employees get the newly formed local up and running. Indeed, UGSOA waited one month before even informing the affected employees that they had been moved to a new local.

Goins' sharp criticism on June 6 led Sullivan to declare that UGSOA would disaffiliate after BSI looked into and advised her about Goins' latest charges. Her decision was preceded by Goins comments that he and others planned to disaffiliate from UGSOA by replacing it with another labor organization to represent the entire bargaining unit, not just the VA, SSA and IRS sites. However, his remarks concerning disaffiliation were also conditioned upon a satisfactory resolution to member claims of uncredited 401K contributions unpaid medical claims, which were not fully resolved until July or August 2017. Finally, the evidence never established that Goins, Frazier or Markert spoke on behalf of most of the bargaining unit employees at the VA, SSA and IRS sites. In fact, UGSOA subsequently ascertained that it had the support of certain employees who were interested in their continued representation of the bargaining unit.

Under the circumstances, UGSOA's unilateral disaffiliation of unit employees at the VA, SSA and IRS sites was undertaken in bad faith and discriminated against those employees because of the protected concerted activities of several unit employees. The unilateral action by UGSOA, without cooperation of the affected parties constituted a breach of fair representation in violation of Section 8(b)(1)(A).

CONCLUSIONS OF LAW

1. Allied Universal Security Services, previously named C& D Security and AlliedBarton, is an employer within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Respondents UGSOA and Local 217 are labor organizations within the meaning of Section 2(5) of the Act.

3. By threatening on March 31, 2017 to disaffiliate and cease to represent members employed at the VA, SSA and IRS sites because a member complained about Respondents' leadership, UGSOA, by Desiree Sullivan, violated Section 8(b)(1)(A) of the Act.

4. By disaffiliating and refusing to represent members employees at the VA, SSA and IRS sites because they made concerted complaints about the Respondents, UGSOA violated Section 8(b)(1)(A) of the Act.

5. The aforementioned unfair labor practices affected commerce within the meaning of Section 2(2), (6), and (7) of the Act.

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. The Respondents shall be ordered to make-whole the disaffiliated employees from June 6, 2017 through December 22, 2017, the date when the Respondent ceased representing any members of the bargaining unit, for any losses incurred by said employees. The Respondents shall also post and send by electronic means, or by mail if Respondents are no longer in business, an appropriate Notice to all members who were in the Unit at any time during the relevant period.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁵⁶

ORDER

The Respondents, United Government Security Officers of America International (USGOA), East Wareham, Massachusetts, and the United Government Security Officers of America Local 217 (Local 217), Philadelphia, Pennsylvania, their officers, agents, and representatives, shall

1. Cease and desist from

a. Refusing to refuse to represent Protective Service Officers stationed at the Veteran's Association, Internal Revenue Service, or the Social Security Administration, or any other unit employees because those employees made concerted complaints about the United Government Security Officers of America and its Local 217 (the Union).

b. Threatening to 'disaffiliate' and cease to unit members if they engage in activities in opposition to Union leadership.

c. In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

a. Within 14 days after service by the Region, post at their union offices Washington, D.C. copies of the attached notice marked "Appendix."⁵⁷ Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondents' authorized representatives, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If, during the pendency of these proceedings, the Respondents have gone out of business or no longer represent the employees involved in these proceedings, the Respondents shall duplicate and mail, at their own expense, a copy of the

⁵⁶ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

⁵⁷ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

notice to all current members and former members represented by the Respondent at the three any time since March 31, 2017.

5 b. Sign and return to the Regional Director enough copies of the notice for physical and/or electronic posting by Allied Universal Security or its successor, if willing, at all places or in the same manner as notices to employees are customarily posted.

10 c. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

15 d. Within 14 days from the date of a request by the Regional Director for Region 4 of the National Labor Relations Board, make whole the Protective Service Officers stationed at the Veterans Affairs, International Revenue Service, and Social Security Administration buildings, with interest, for any losses that they may have suffered because of Respondent's refusal to represent them from June 6, 2017 through December 22, 2017.

Dated, Washington, D.C. January 22, 2019

20



Michael A. Rosas
Administrative Law Judge

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to represent Protective Service Officers stationed at the Veteran's Association, Internal Revenue Service, or the Social Security Administration, or any other unit employees because those employees made concerted complaints about the United Government Security Officers of America and its Local 217 (the Union).

WE WILL NOT threaten to 'disaffiliate' and cease to represent you if you engage in activities in opposition to Union leadership.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL within 14 days from the date of a request by the Regional Director for Region 4 of the National Labor Relations Board make whole the Protective Service Officers stationed at the Veterans Affairs, Internal Revenue Service, and Social Security Administration buildings, with interest, for any losses that they may have suffered because of our refusal to represent them from June 6, 2017 through December 22, 2017.

WE WILL within 14 days from the date of a request by the Regional Director for Region 4 of the National Labor Relations Board, make whole the Protective Service Officers stationed at the Veterans Affairs, International Revenue Service, and Social Security Administration buildings, with interest, for any losses that they may have suffered because of Respondent's refusal to represent them from June 6, 2017 through December 22, 2017.

United Government Security Officers of America Local 217
(Labor Organization)

United Government Security Officers of America
International

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404
(215) 597-7601, Hours: 8:30 a.m. to 5 p.m.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (215) 597-5354.